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Contract Database Metadata Elements

Title: **Malone Central School District and Malone Central School Support Staff Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 817 (2006) (MOA)**

Employer Name: **Malone Central School District**

Union: **Malone Central School Support Staff Unit, CSEA, AFSCME, AFL-CIO**

Local: **817, 1000**

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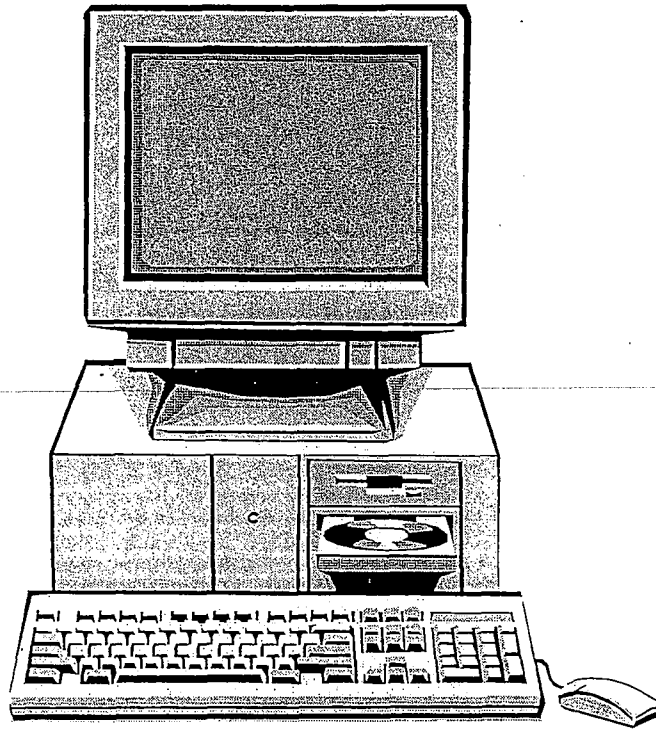
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RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 30 2009

REPRESENTATION



AGREEMENT
BETWEEN
THE MALONE CENTRAL SCHOOL DISTRICT
AND
THE MALONE CENTRAL SCHOOL SUPPORT STAFF UNIT
OF
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

July 1, 2006 to June 30, 2010

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MEMORANDUM OF AGREEMENT
October 5, 2006

The Malone Central School District and the Malone Central School Support Staff Unit of the Civil Service Employees Association, Inc. have reached agreement to recommend the following modifications to the collective bargaining agreement by and between the parties which was effective July 1, 2002 to June 30, 2006. This tentative agreement is subject to ratification by the membership of the Support Unit covered by the collective bargaining agreement and the Board of Education. The modifications are set forth herein below and in the attachments to the Memorandum of Agreement:

1. **Cover Page** - Amend the effective dates of the collective bargaining agreement to July 1, 2006 to June 30, 2010.

2. **Article 2 – Recognition**

- a. Change Business Manager to Business Administrator
- b. Change Secretary to the Business Manager to Secretary to the Business Administrator
- c. Remove “Guidance Technician” from positions
- d. Remove “Telephone Operator”
- e. Add “Bus Monitor” at pay level 3

3. **Article 3 – Areas for Discussion and Agreement**

- Remove “No. 1 school system”

4. **Article 5 – Procedures for Conducting Negotiations**

- B. – Opening Negotiations: Upon a request of either for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before February 1st. *Both the Unit and Board’s delegated representatives at the first meeting shall submit all issues proposed for discussion in writing. Additional issues may be brought up at the second meeting upon mutual agreement.* The second meeting and all necessary subsequent meetings shall be called at time mutually agreed by the parties.

5. **Article 9 – Work Hours**

- Remove “Guidance Technician – 1316”
- A. - Remove asterisk before “Effective”
- A – Eliminate:

“Food Service Helper in Charge	Days/Year*
Cooks	Hours (daily, weekly yearly)
Food Service Helper	Determined by the District
Monitors	
Bus Drivers	

*See Article 9, B.”

- Insert:
 "10-month employees, such as Food Service Helpers in Charge, Cooks, Food Service Helpers, Monitors and Bus Drivers, but not limited solely to these classifications, will be paid based on days per year or hourly (daily, weekly, yearly) as determined by the District."
- B. – Employee Designation: Pupil related personnel, such as cafeteria workers, bus drivers, teacher aides, teaching assistants and monitors, but not limited solely to these classifications, will work a minimum of *one hundred eighty (180) days including Staff Development days. Members not attending Staff Developments days will be docked their pay for those hours not worked. Personal days and sick days will not be granted on these days.* In addition, said employees will receive the number of paid holidays stipulated in this agreement.
- D. – Go Home Drills: In the event a building or buildings are evacuated, CSEA bargaining unit members (with the exception of the bus drivers and bus monitors) will be paid for those hours normally scheduled.
- Add E. – Early Dismissal: In the event of an early dismissal due to weather conditions, all ten month employees (with the exception of the bus drivers and bus monitors) may choose to work their regular hours or leave early and be docked for those hours not worked.

6. Article 10 – Leave: Personal Illness, Family Illness and Bereavement

- D. – Delete "the case of" in the last sentence

7. Article 11 – Sick Leave Pool

- C.(1) – A committee consisting of five (5) union members and two (2) District representatives shall administer the sick leave pool. Unit members are to be appointed annually by the union president. The District's representatives shall include the Business Administrator and his/her designee. The individual requesting leave from the pool shall make his/her request to the union representative, as appointed by the president, as well as the Business Administrator. The Business Administrator shall call a meeting of the sick pool committee at a time most convenient to a majority of the committee based on their work schedules. Once a majority of the members agree to the number of days to be granted, the committee will present each recommendation to the Board of Education for their approval.

8. Article 13 – Personal Leave

- A (1) - Each twelve month (12) employee shall be allowed up to five (5) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. Each ten (10) month employee shall be allowed up to four (4) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours.
- A.(4) – Change Business Manager to Business Administrator
- Add B. – Military Leave
An employee who is a member of the National Guard or Reserves that is ordered to active duty with the armed forces of the United States shall be authorized to use a maximum of 3 days personal leave to be taken from their accumulated balance. These days may be used immediately before deployment, after their immediate return or any combination thereof.

9. Article 14 – Vacation Policy – Twelve Month Employees

- G.(2) – Add – three (3) {or more} weeks of vacation

10. Article 17 – Cleaners & Part-time Custodians

- C. 1. - Each twelve month (12) employee shall be entitled to five (5) days of personal leave per year which will be equivalent to the individual's average work day. Each ten (10) month employee shall be entitled to four (4) days of personal leave per year which will be equivalent to the individual's average work day.

11. Article 18 – In-Charge & Designated Personnel

A. Remove "Cook in charge as designated \$500" and replace with Food Service Helpers In-Charge shall receive the following amounts for their in-charge duties:

Franklin Academy	\$500
Middle School	\$500
G.B. Davis	\$500
Flanders	\$350
St. Joseph's	\$350
Holy Family	\$350

12. Article 19 – Transportation Employees

- Add to A. *Regular home to school runs will be no less than 4 hours total, and shuttles no less than 1 hour.*

- D. 11) – If the driver's name comes up for a 2nd trip and they are already assigned to a trip for the same day, they will **be allowed to choose 1 of the 2 trips and the remaining trip will be** continued down to the next available driver.
- Add H. Summer Employment shall be afforded to drivers beginning on the first day after the last day of school in June and ending on the last day before the first day of school in September. This work shall include any extra school bus driving the District needs, not including posted runs.
 1. A sign-up sheet shall be posted at the Bus Garage for all drivers interested in driving during the summer.
 2. The sign-up sheet shall be posted at least two (2) weeks prior to the last day of school each year.
 3. Only the drivers who have signed the sheet will be eligible to drive during the summer. Drivers will have until June 30 of each year to sign the sheet.
 4. Extra summer driving will be filled on a rotating seniority basis.
 5. A driver who has been awarded a regular summer driving position shall not be entitled to extra summer driving if it interferes with his/her regular position.
 6. A driver who is also on the seniority list as a monitor shall be allowed to monitor on buses during the summer as long as it doesn't interfere with their regular driving position.

13. Article 20 – Insurance

- Remove letter C and replace with the following:
A Malone Central School staff member who is covered or eligible to be covered under the FEH Health Benefits Consortium and whose spouse is not covered under the FEH Health Benefits Consortium but has health insurance coverage outside the FEH Consortium may decline health insurance coverage from Malone Central and receive \$1,500 annually. Staff members who are eligible for individual coverage, yet choose to decline coverage because they are able to receive health insurance from a source other than the FEH Consortium will receive \$550 annually. One half of the payment will be given to the member in their final December paycheck and the other half in their final June paycheck.

The member shall not be precluded from re-entering the plan; however, payment for withdrawal will be pro-rated based. Once an employee has left the plan, they may only re-enter the plan on January 1, April 1, July 1 or October 1 annually. Upon ratification of this agreement, unit members may initially declare their intent to withdraw from the plan by January 1, 2007. Thereafter, employees must declare by the first of the month and withdrawal will take place only on the first of any month.

14. Article 22 – Job Openings

- C. – Temporary runs in the Transportation Department *will become permanent runs after 20 school days and will be posted at that time.*

15. Article 26 – Miscellaneous

- E. – Change of Work Location: Employees will be notified in writing at least five (5) days in advance of any permanent change in work location if possible. If it is not possible, a reason will be given to the employee by the District. Temporary changes are exempt from the notification requirement. Except for the notification requirement, the District's right to change the work location of employees is unrestricted.
- G. Uniform Allowance
 - Continue current language as written
 - Substitute (\$125 for \$100) for mechanic, mechanic's helper and cafeteria employee actively employed
 - Delete twelve (12) month bus driver, add maintenance workers
 - Substitute (\$115 for \$90) for cafeteria employees
- G. 2) Steel-Toed Boots
 - The employer will reimburse mechanics, mechanic's helpers and maintenance employees \$100.00 toward the purchase of steel-toed boots.

16. Article 34 – Retirement

- Upon retirement, each twelve (12) month employee who has accrued a **minimum of one hundred thirty (130)** unused sick leave days will receive sixty five (65) days pay based on his/her hourly rate of pay. Upon retirement, each ten (10) month employee who has accrued **one hundred ten (110)** unused sick leave days will receive **fifty five (55)** days pay based on his/her hourly rate of pay.

17. Article 39 – Salary

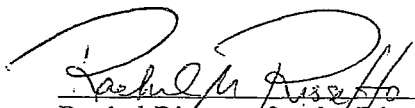
- A. All members of the support staff shall receive a 4.5% salary increase for the 2006-2007 school year (plus longevity where applicable). This is to be effective July 1, 2006. In addition, teaching assistants will receive a \$0.36 increase to their hourly rate and bus drivers will receive a \$0.28 increase in their hourly rate. This rate increase will be applied after the annual percentage increase.
- B. All members of the support staff shall receive a 4.5% salary increase for the 2007-2008 school year (plus longevity were applicable). This is to be effective July 1, 2007.

C. All members of the support staff shall receive a 4.25% salary increase for the 2008-2009 school year (plus longevity were applicable). This is to be effective July 1, 2008.

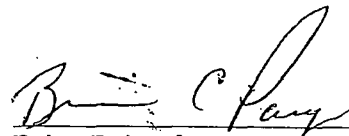
D. All members of the support staff shall receive a 4.25% salary increase for the 2009-2010 school year (plus longevity were applicable). This is to be effective July 1, 2009.

18. Joint Committee:

- The parties agree to establish a joint committee to discuss and develop an instrument that will be used uniformly throughout the membership for counseling purposes. The committee shall commence on or about January 1, 2007 and conclude on or about May 1, 2007. Said instrument shall be put in place on July 1, 2007.


Rachel Risetto for the District

1/23/07
Date


Brian Paige for the CSEA

1/18/07
Date

ARTICLE 1 - PREAMBLE

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of the Malone Central School District (hereinafter referred to as the "Board") and the Malone Central School Unit, C.S.E.A. (hereinafter referred to as the "Unit") hereby adopts the following agreement.

ARTICLE 2 - RECOGNITION

The Malone Central School District (employer) recognizes the C.S.E.A., Inc., Local 1000 as the exclusive representative for collective negotiations with respect to salaries, hours, and all other terms and conditions of employment for the following positions (numbers apply to appropriate entry level pay rates):

1 - Cleaner	5 - Typist
2 - Food Service Helper	6 - Bus Driver
3 - School Monitor	6 - Account Clerk
3 - Bus Monitor	6 - Transportation Assistant
3 - Food Service Helper In Charge	6 - Mechanic's Helper
3 - Teacher Aide	6 - Mechanic's Helper/Bus Driver
3 - Health Aide	7 - Teaching Assistant
3 - Pre-K Parent Assistant	7 - Stenographer
4 - Clerk	8 - Building Maintenance Worker
4 - Library Clerk	8 - Senior Custodian
4 - Custodian	8 - Mechanic
5 - Senior Clerk	8 - Home School Coordinator
5 - Cook	8 - Senior Account Clerk
5 - Attendance Assistant	8 - Computer Technical Support Specialist
5 - Audio Visual Aide	9 - Payroll Clerk

Per diem substitutes, temporary employees, Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Business Administrator, Principals, Auditor, Accountant, Business Administrator, Transportation Supervisor, Superintendent of Buildings & Grounds, School Lunch Manager, Treasurer, Community Schools Coordinator and Clerk of the Board of Education are excluded from the unit. The Association shall submit to the Board by October 1st of each year a notarized list of active members of the Unit.

ARTICLE 3 - AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Unit to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and the Unit recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Malone Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state and such other rules and regulations as are promulgated by the Commissioner of Education and Civil Service Commission in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE 4 - PRINCIPLES

Right To Join or Not Join: It is further recognized that Teaching Assistants and all non-certificated employees have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 5 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Teams: The Board's designated representative(s) will meet with representative(s) designated by the Unit for the purpose of discussion and reaching a mutually satisfactory agreement.

B. Opening Negotiations: Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before February 1st. Both the Unit and Board's delegated representatives at the first meeting shall submit all issues proposed for discussion in writing. Additional issues may be brought up at the second meeting upon mutual agreement. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

C. Negotiation Procedures: Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Unit for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals, in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than during a regular school day.

D. Exchange of Information: Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration during actual negotiating sessions.

E. Consultants: The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense, if any, of such consultants shall be borne by the party requesting them.

F. Committee Reports: The parties agree that, during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

G. Reaching Agreement: When agreement is reached covering the areas under negotiation, a proposed agreement shall be reduced to writing and submitted to the Unit and the Board for ratification and adoption. After the ratification of this document, the District shall provide and distribute printed or otherwise reproduced copies of this document to all Support Staff employed by the District or otherwise covered by this agreement.

H. Resolving Differences: Either party may request the Public Employment Relations Board to assist the employer and employees in the resolution of their differences in accordance with provisions of Section 209, Article 14, of the Civil Service Law.

ARTICLE 6 - DUES AND AGENCY FEE DEDUCTIONS

A. The employer shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc. regular membership dues for those employees who signed authorization permitting such payroll deductions. Such dues shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224 on a payroll period basis.

B. Agency Fee: The employer shall deduct from the wages of employees in the bargaining unit who are not members of the Civil Service Employees Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. and shall transmit the sum so deducted to the Civil Service Employees Association, Inc., in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Civil Service Employees Association, Inc. affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Civil Service Employees Association, Inc. maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the agreement.

C. On the effective date of this agreement, the District shall supply to the Unit a list of all employees in the bargaining unit showing the employee's full name, job title, work locations, and first date of employment. Such information shall thereafter be provided to the Unit when requested.

ARTICLE 7 - STRIKE PROHIBITION

The Unit, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, letdowns, slowdowns, stoppages of work nor any acts of any similar nature which would interfere with the regular instructional program and extra-curricular activities of the schools within the District or picketing of any kind or form, however peaceful, and that it will not otherwise permit, countenance, or suffer the existence or continuance of any kind of these acts.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Purpose: The Grievance Procedure is designed to keep to a minimum, the personal and interpersonal conflicts which occur within the normal operations of the school system.

B. Grievance: A grievance is a complaint by an employee of an alleged violation of any of the terms and conditions of this agreement.

C. Time Limits: All time limits herein shall consist of calendar days with Sundays, Saturdays, and legal holidays excepted. Time limits may be extended only with the written consent of the grievant and the Administration. A grievance will be deemed waived if time limits are not followed. If an employee does not file a grievance within fifteen (15) days after the employee knows or should have known of the act or condition on which a grievance is based, then the grievance will be waived.

D. Informal Procedure: Before an employee files a grievance, he will attempt to resolve the problem with his immediate supervisor at an informal conference.

E. Formal Procedure:

1. Step I.

(a) If the grievance is not resolved informally, the grievant may present the grievance in writing to his immediate supervisor within five (5) days. The written statement shall include the alleged contract violation, background information, and the remedy sought.

(b) The supervisor shall hold a hearing within five (5) days after receipt of the written grievance.

(c) Within five (5) days after the hearing, the supervisor shall render a decision in writing to the grievant.

2. Step II.

If the grievant is not satisfied with the decision at Step I, the grievant will present the grievance in writing to the Business Administrator and/or designee within five (5) days from the decision at Step I. The Business Administrator and/or designee will call a meeting of the parties involved within five (5) days. At this meeting, the Business Administrator shall review the grievance and the prior decision. The Business Administrator shall receive any evidence, either written or oral, which the parties wish to present. The Business Administrator and/or designee shall render a decision in writing within five (5) days of the hearing.

3. Step III.

If the grievance is not resolved satisfactorily at Step II, the grievant may within five (5) days notify the Superintendent in writing of the intent to appeal the Step II decision. Within ten (10) days of receipt of the notice to appeal, the Superintendent will arrange a meeting between the grievant and the Superintendent. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance. Upon conclusion of the meeting and within ten (10) days, the Superintendent will render a written decision to the grievant.

4. Step IV.

(a) After such hearing, if the grievant is not satisfied with the decision at Step III, the grievant may submit the grievance to arbitration by written notice to the Superintendent within ten (10) days of the decision at Step III.

(b) Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Unit shall agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator within the specified period. A request for a list of arbitrators will be made to the Public Employee Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employee Relations Board.

(c) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

(e) The decision of the arbitrator shall be submitted to the Board of Education and the Unit, and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement.

(f) The costs for the service of the arbitrator including expenses, if any, will be borne equally by the Board of Education and the Unit.

(g) The election to submit a grievance to arbitration will automatically be a waiver of all other remedies or forums which otherwise could be available.

ARTICLE 9 - WORK HOURS

A. The following will constitute the minimum annual work hours for full time unit members.

Central Office Clerical	1883*
School Secretaries	1841
Library Clerk	1080
Audio Visual Aide	1350
Building Maintenance	2080
Senior Custodian	2080
Custodians	2080
Cleaners	1280
Mechanics	2080
Driver-Messenger	2080
Home School Coordinator	1316
Senior Account Clerk	1820

* Effective 7/1/91, newly hired or transferred Central Office clerical personnel will have an annual minimum of 1820 hours.

NOTE: Clerical employees hired after June 30, 1981 will be subject to new district format. See Article 28.

10-month employees, such as Food Service Helpers In Charge, Cooks, Food Service Helpers, Monitors and Bus Drivers, but not limited solely to these classifications, will be paid based on days per year or hourly (daily, weekly, yearly) as determined by the District.

B. Employee Designation: Pupil related personnel, such as cafeteria workers, bus drivers, teacher aides, library clerks, and monitors, but not limited solely to these classifications, will work a minimum of one hundred eight (180) days including Staff Development days. Members not attending Staff Development days will be docked their pay for those hours not worked. Personal days and sick days will not be granted on these days. In addition, said employees will receive the number of paid holidays stipulated in this agreement.

C. Should there be extra summer employment opportunities, bus drivers will be given consideration for summer maintenance & grounds jobs. Salaries will be entry level for the work performed.

D. Go Home Drills: In the event a building or buildings are evacuated, CSEA bargaining unit members (with the exception of the bus drivers and bus monitors) will be paid for those hours normally scheduled.

E. Early Dismissal: In the event of an early dismissal due to weather conditions, all 10-month employees (with the exception of the bus drivers and bus monitors) may choose to work their regular hours or leave early and be docked for those hours not worked.

ARTICLE 10 - LEAVE: PERSONAL ILLNESS, FAMILY ILLNESS AND BEREAVEMENT

A. Full time twelve (12) month employees who work thirty-five (35) hours per week or more shall be entitled to fourteen (14) days of sick leave per year. These days are cumulative to two hundred forty (240) days.

B. Full time ten (10) month employees who regularly work twenty (20) hours per week or more shall be entitled to twelve (12) days of sick leave per year. These days are cumulative to two hundred (200) days.

C. Any employee who enters the employment of the district after the commencement of the school year shall be entitled to prorated monthly days sick leave that are applicable to their employment agreement.

D. The days sick leave per year cover personal illness, family illness, and death in the immediate family. Family illness shall be deemed to mean illness of any person permanently residing in the home of an employee not including, however, a roomer, tenant or personal employee. Family illness shall also include grave and serious illness of a spouse, child, parent, grandchild, grandparent, mother-in-law and father-in-law. No employee may use more than ten (10) days per year for family illness unless authorized by the Superintendent of Schools, or his designee, in severe cases.

E. Bereavement Leave

1. Employees shall be granted three (3) days leave for the death of each member of the family.
2. "Family" shall mean spouse, child, parent, or guardian.
3. Such leave will not be deducted from accumulated leave.
4. Three additional days per year may be utilized for the death of other employee relatives not enumerated in number 2 above. Such leave will be deducted from sick leave. Subject to administrative approval, such leave will not be deducted from employees who do not have sick leave available.

F. An employee must furnish his principal or supervisor with a completed Report of Employee Attendance form for each pay period. This form must be signed by the employee.

G. The Superintendent and/or his designee may require a certificate from the employee's physician if an absence is in excess of three (3) days, and in case of serious illness, the Board's physician will consult with the employee's physician.

ARTICLE 11 - SICK LEAVE POOL

A. All employees eligible for sick leave may utilize the sick leave pool.

B. In the event that an employee has been subject to unnecessary hardship as a result of sickness, accident, etc., the Board shall exercise the following policy:

C. A sick leave pool, consisting of 200 days per school year, shall be available by the Board of Education to employees making application therefore, for the purpose of extending the number of sick days allowed to such employee, subject to the following:

1. A committee consisting of five (5) union members and two (2) District representatives shall administer the sick leave pool. Unit members are to be appointed annually by the union president. The District' representatives shall include the Business Administrator and his/her designee. The individual requesting leave from the pool shall make his/her request to the union representative, as appointed by the president, as well as the Business Administrator. The Business Administrator shall call a meeting of the sick pool committee at a time most convenient to a majority of the committee based on their work schedules. Once a majority of the members agree to the number of days to be granted, the committee will present each recommendation to the Board of Education for their approval.
2. As soon as practical after appointment, the committee shall establish and make known to the employees, rules and regulations to govern the procedures to be followed by the committee so as to establish so far as possible, a uniform course of conduct.
3. An employee who has made application for sick leave days from this pool must meet the following conditions:
 - (a) He or she shall have exhausted his or her sick leave or will have exhausted leave accruals by the time of the Board Meeting where this approval is sought.
 - (b) Meet with the committee at its convenience to determine if such application will be approved unless the committee dispenses with such a meeting.
 - (c) Must demonstrate to the committee that the lack of sick leave accumulation is due to bona fide illness and not to poor attendance pattern.

ARTICLE 12 - CHILD-REARING LEAVE

Child-Rearing Leave: In conjunction with a birth or adoption, a unit member will be entitled to an unpaid leave of absence for up to one (1) year.

ARTICLE 13 - PERSONAL LEAVE

A. Each employee who is entitled to sick leave shall be entitled to personal leave.

1. Each twelve (12) month employee shall be allowed up to five (5) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. Each ten (10) month employee shall be allowed up to four (4) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours

2. Except in cases of emergencies, the employee requesting the leave will give the appropriate administrator written notice of his/her intention to take this leave at least two (2) days in advance of the day he/she proposes to be absent. The reason for the leave need not be given as long as it conforms to the provisions of #1 above, and the employee fills out and signs a Request for Personal Leave form which attests to that fact. In the case of emergency leave, the immediate supervisor will be given the reason for the request prior to beginning the leave requested.

3. Personal leave shall not be cumulative but shall be added to cumulative sick leave if such leave is unused at the end of the school year.

4. Personal leave shall not be used immediately before or after any holiday or extended vacation except as follows: the reason for the request must be submitted, in writing, to the Business Administrator. The Business Administrator will approve the request provided it fulfills the criteria stated in #1. The request will be denied if it is for a vacation extension or recreational purposes.

5. Any employee who may desire to use more personal leave than granted in this section may apply to the Superintendent and/or his designee at least one week in advance. The reason(s) for requesting such leave will be stated and any additional days granted will be without pay.

B. Military Leave: An employee who is a member of the National Guard or Reserves that is ordered to active duty with the armed forces of the United States shall be authorized to use a maximum of three (3) days personal leave to be taken from their accumulated balance. These days may be used immediately before deployment, after their immediate return or any combination thereof.

ARTICLE 14 - VACATION POLICY - TWELVE MONTH EMPLOYEES

A. A twelve month employee must work at least thirty-five (35) hours per week to be eligible for vacation leave under this section.

B. All vacation requests shall be sent by the principals or supervisors to the superintendent and/or his designee for approval.

1. All vacations shall be requested at least one (1) month prior to the start of such leave.
2. Vacations may be taken at any time during the school year if approved. Vacations may not be taken prior to the completion of requisite time requirements.
3. If two or more employees request the same vacation periods, the employee with the greatest title seniority may be given preference.
4. If an employee(s) fails to take his/her vacation, it will be forfeited. There shall be no accumulation of vacation periods from school fiscal year to school fiscal year. No compensation shall be paid in lieu of vacation not taken. This stipulation will be waived for persons retiring at the end of the school year who are requested by the District to work past their planned date of retirement.

C. Vacation shall be earned in the following manner:

1. Persons employed after July 1, 1981:

- (a) Two (2) weeks after completing one (1) full fiscal year, effective July 1, 1984.
- (b) Three (3) weeks after completing eight (8) full school fiscal years.
- (c) Four (4) weeks after completing sixteen (16) full fiscal years.

2. Persons employed prior to July 1, 1981:

- (a) After completion of eleven (11) full fiscal years, one additional day of vacation will be earned for the completion of each fiscal year of service to a maximum of twenty (20) days after completion of fifteen (15) years:

- (1) After completing eleven (11) years - 16 days
- (2) After completing twelve (12) years - 17 days
- (3) After completing thirteen (13) years - 18 days
- (4) After completing fourteen (14) years - 19 days
- (5) After completing fifteen (15) years - 20 days

D. A person who works less than one (1) fiscal year shall receive one (1) day of vacation for each two (2) months worked beginning with the employee's permanent appointment. In no event shall a person receive more than five (5) days or one (1) working week under this provision.

E. A person whose employment is terminated or resigns prior to the completion of one (1) full fiscal year will not be eligible for vacation.

F. A person whose employment is terminated as a result of disciplinary action will not be eligible for any additional vacation.

G. Upon the resignation, retirement, or termination as a result of position abolition, a person shall receive vacation credit in the following manner: 1) Persons entitled to two (2) weeks of vacation shall receive one (1) day of vacation for each month worked up to a maximum of ten (10) days. 2) Persons entitled to three (3) or more weeks of vacation shall receive one and one quarter (1 1/4) days of vacation for each month worked up to a maximum of fifteen (15) days.

ARTICLE 15 - HOLIDAYS

A. Paid holidays shall be granted to all regularly scheduled ten (10) or twelve (12) month employees.

B. All holidays shall be in accordance with the holiday calendar adopted by the Board of Education.

C. All twelve (12) month employees will receive the nine (9) holidays listed below plus five (5) additional days as designated by the District in a holiday calendar.

July 4th	Christmas Day
Labor Day	New Year's Day
Columbus Day	President's Day
Veteran's Day	Memorial Day
Thanksgiving Day	

1. If one of the designated holidays should occur on a Saturday or Sunday, another day will be incorporated into the holiday calendar.

2. All holiday pay shall be granted for the hours regularly scheduled for that day.

D. All ten (10) month employees will receive eight (8) holidays listed below.

Columbus Day	Christmas Day
Veteran's Day	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

All holiday pay shall be granted for the hours regularly scheduled for that day.

ARTICLE 16 - OVERTIME

A. Overtime shall be paid at the rate of time and one-half for any time over forty (40) hours per week.

1. All overtime must be approved by the Superintendent or his designee.

2. Overtime, when practicable, will be assigned in accordance with title seniority on a rotating basis. This clause will not prohibit the assigning of overtime to other employees if special skills are required or an emergency exists.

3. Mechanics in the bus garage will be governed by overtime provisions of the contract governing other employees and by Section D, Article 19, Transportation Employees.

B. An employee may elect to receive compensatory time in lieu of compensation if the request is approved by the Superintendent and/or his designee.

C. The Superintendent and/or his designee may require employees to work additional time in order to meet the needs of the district. If volunteers are not available, the district may require employees to work in accordance with inverse seniority on a rotating basis. If the work requires special skills, the employee(s) with this skill will be required to work. Under unusual circumstances, an employee may be excused from this requirement by the Superintendent and/or his designee.

D. Each employee called in for work shall be credited with a minimum of two (2) hours.

E. If an employee's shift is interrupted by conditions created by the employer, time and one-half shall be paid for Saturday and Sunday. Employees who are required to work on a holiday will be paid one and one-half times their normal rate of pay for all hours worked on a holiday, plus any holiday pay to which they are entitled.

ARTICLE 17 - CLEANERS & PART-TIME CUSTODIANS

A. Work day, week and year:

1. Cleaners and part-time custodians will work two hundred sixty (260) days per year. The number of hours worked per day and per week will be determined by the District.

B. Sick Leave:

1. Sick leave will be granted for fourteen (14) days per year which will be equivalent to the individual's average work day. These days will accumulate to one hundred fifty (150) days, except in the case of cleaners and part-time custodians who work thirty-five (35) hours per week 260 days per year who will be allowed an accumulation of two hundred forty (240) days as with other district employees covered by Article 10.

2. The annual number of sick days will be multiplied by the average number of hours worked per day to determine the number of sick leave hours for each employee.

(a) The employee works a total of 1240 hours in a 260 day year.

(b) The average work day will be 1240 hours divided by 260 days which equals an average work day of 4.77 hours.

(c) The average work day (4.77 hours) multiplied by the number of days per year (14) equals 66.78 or 67 hours of sick leave available.

3. For each illness, the number of hours the employee was scheduled to work will be deducted from his total number of sick leave hours.

C. Personal Leave:

1. Each twelve (12) month employee shall be entitled to five (5) days of personal leave per year which will be equivalent to the individual's average work day. Each ten (10) month employee shall be entitled to four (4) days of personal leave per year which will be equivalent to the individual's average work day.

2. The total number of personal leave hours for each employee will be computed and deducted in the same manner as sick leave.

3. The use of personal leave will be regulated by the same criteria for ten (10) and twelve (12) month employees. (See Article 13)

D. Vacation:

1. Cleaners and part-time custodians who work thirty-five or more hours per week will be eligible for vacation on the same basis as other twelve (12) month full-time employees. (See Article 14.)

2. Cleaners and part-time custodians who work part-time for twelve (12) months will be eligible for vacation. Such employees will earn vacation per Article 14. C. 1 of this agreement. (This allotment to be vacation taken during 2003-04 for vacation earned during 2002-03 school year.) Vacation requests are subject to the provisions of Article 14(B).
3. The vacation compensation will be equal to the weekly compensation earned during the regular school year.

E. Holidays:

1. Twelve (12) month cleaners and part-time custodians will receive the nine (9) paid legal holidays listed below plus five (5) additional days as designated by the District in a holiday calendar. Holiday compensation will be at the daily pay of the regular school year (see D3 above).

July 4th	Christmas Day
Labor Day	New Years Day
Columbus Day	President's Day
Veterans Day	Memorial Day
Thanksgiving Day	

ARTICLE 18 - IN-CHARGE & DESIGNATED PERSONNEL

- A. Custodians in charge shall receive the following amounts for their in-charge duties:

<u>School</u>	<u>Amount Per Year</u>
High School	\$500
Middle School	\$500
G. B. Davis	\$500
Flanders	\$500
St. Joseph's	\$500

Custodian/Maintenance Worker designated in charge of all schools when Superintendent of Buildings & grounds is unavailable - \$500

Food Service Helpers In-Charge shall receive the following amounts for their in-charge duties:

Franklin Academy	\$500
Middle School	\$500
G.B. Davis	\$500
Flanders	\$350
St. Joseph's	\$350
Holy Family	\$350

B. The following designated secretaries shall receive the following annual amounts for their additional duties:

School Building Secretary	\$500
Secretary to School Lunch Manager	\$500
Secretary to Supervisor of Transportation	\$500

These rates shall not apply to overtime. Rather, any overtime payments to employees holding these positions shall be based on their regular hourly rate of pay.

ARTICLE 19 - TRANSPORTATION EMPLOYEES

A. Bus drivers shall receive fifteen (15) extra minutes above tachometer time for regular and extra runs. Regular home to school runs will be no less than four (4) hours total and shuttles no less than one (1) hour.

B. Bus drivers will be paid for only mandated course(s) after the initial course(s) required to become a qualified bus driver. This does not include the required first two (2) hour course or the required thirty (30) hour course needed for qualification to drive school bus.

C. Bus mechanics' time should be devoted to repair and maintenance of vehicles and they shall not be required to drive school bus on regular school runs except in the case of emergency.

D. If possible, excessive overtime for bus driving shall be avoided. All assignments for overtime driving will be awarded among the employees on a rotational basis in accordance with seniority. Drivers will not be taken from regular runs for extra trips unless approved by the Transportation Supervisor. Extra work in transportation, such as during summer school or on out of town trips, shall be governed by all of the foregoing.

In order to clarify the overtime verbage in the current agreement, as it pertains to bus driving, it is understood that:

- 1) "Rotating basis in accordance to seniority" (Section 19D) means a continuous rotation during the school year in regard to overtime driving (September - June). The following week the list will pick up where it left off the week before.
- 2) Monday is considered the first day of the scheduled work week, Sunday being the last day.
- 3) If possible, all extra runs will be posted on the board by Friday before the end of the school day. If this is not possible, then as soon as possible.
- 4)
 - (a) There will be a seniority list for drivers with less than 40 hours per week.
 - (b) A separate seniority list of all drivers will be used in non standard work weeks. Non standard weeks shall be specified in advance by the Transportation Office.

5) Each list (A & B), after the first week of school, will begin the week where it left off the last time it was used. There will be no exceptions except emergency or short notification.

6) Drivers will be put on the trips starting with the 1st driver on the seniority list taking the 1st trip and so on. Overtime putting drivers over 40 hours per week shall be avoided. If there are several trips for the same date, and pick up time, order on the list shall go by the date that the teacher submitted the trip, then by the earliest return time.

7) If a trip comes in during the week, it will go to the next driver in line.

8) Drivers whose trips get cancelled will be the 1st in line for that trip if it is rescheduled for that week. If the trip is not rescheduled for that week, the driver will be put at the top of the seniority list for any extra trip that may come in for that week. If no extra trips come in for that week, the driver's name will be put at the top of the list for the following week.

9) A driver will not be penalized for saying "no" to any trip. The only penalty will be that their name will drop from rotation for current cycle.

10) After the list has been exhausted twice on one trip, a sub will be assigned to the trip.

11) If the driver's name comes up for a 2nd trip and they are already assigned to a trip for the same day, they will be allowed to choose one (1) of the two (2) trips and the remaining trip will be continued down to the next available driver.

12) Drivers with trips may switch trips with other drivers unless the Transportation Office determines swap is not workable. Once they have made the switch, they are responsible for their new trip.

E. If it becomes necessary, the district may utilize drivers other than regular bus drivers. A reasonable attempt to not use drivers other than regular bus drivers will be made, both for regular runs and extra trips. The final decision in these situations will be made by the Transportation Supervisor.

F. Payment of sick leave and personal leave for drivers who regularly drive sports and kindergarten runs on days such driving is scheduled shall be based upon the following:

1. Kindergarten - 186.5 days per year; 2 hours per day.
2. Sports - 170 days per year; 2 hours per day.

G. District agrees to pay a stipend of \$15 per annum to offset the expense of the Commercial Driver's License for all district employees required to carry said license payable at the completion of the school year. Ten (10) months of employment is required prior to becoming eligible for payment.

H. Summer employment shall be afforded to drivers beginning on the first day after the last day of school in June and ending on the last day before the first day of school in September. This work shall include any extra school bus driving the District needs, not including posted runs.

1. A sign-up sheet shall be posted at the Bus Garage for all drivers interested in driving during the summer.
2. The sign-up sheet shall be posted at least two (2) weeks prior to the last day of school each year.
3. Only the drivers who have signed the sheet will be eligible to drive during the summer. Drivers will have until June 30 of each year to sign the sheet.
4. Extra summer driving will be filled on a rotating seniority basis.
5. A driver who has been awarded a regular summer driving position shall not be entitled to extra summer driving if it interferes with his/her regular position.
6. A driver who is also on the seniority list as a monitor shall be allowed to monitor on buses during the summer as long as it doesn't interfere with their regular driving position.

ARTICLE 20 - INSURANCE - *See Memorandum of Understanding included in Appendix A

A. Insurance Deductions: All programs for insurance deductions shall be authorized by the Board of Education before becoming active.

B. Health Insurance:

1. Employees must work twenty-five hours or more per week to be eligible for health insurance benefits. Employees receiving health insurance benefits on December 31, 1983 will be exempt from this condition as long as working hours are not reduced from the pre 12/31/83 level.
2. The district will pay 100% of the premium for individual and family coverage for those employees who are eligible for participation in the district's health insurance program.

C. A Malone Central School staff member who is covered or eligible to be covered under the FEH Health Benefits Consortium and whose spouse is not covered under the FEH Health Benefits Consortium but has health insurance coverage outside the FEH Consortium may decline health insurance coverage from Malone Central and receive \$1,500 annually. Staff members who are eligible for individual coverage, yet choose to decline coverage because they are able to receive health insurance from a source other than the FEH Consortium will receive \$550 annually. One half of the payment will be given to the member in their final December paycheck and the other half in their final June paycheck.

The member shall not be precluded from re-entering the plan; however, payment for withdrawal will be pro-rated based. Once an employee has left the plan, they may only re-enter the plan on January 1, April 1, July 1 or October 1 annually. Upon ratification of this agreement, unit members may initially declare their intent to withdraw from the plan by January 1, 2007. Thereafter, employees must declare by the first of the month and withdrawal will take place only on the first of any month.

D. Employees must work twenty-five hours or more per week to be eligible for vision care benefits. District shall pay up to \$207 for vision care benefits administrated by CSEA's employee benefit fund.

ARTICLE 21 - SENIORITY

A. Seniority shall commence upon the effective permanent employment date of each employee in accordance with the regulations of the school district. Part-time employees (those working less than twenty (20) hours per week) shall be included in a separate seniority roster which is subordinate to the seniority roster of full-time employees. Employees holding one or more part-time positions, and thus possibly eligible for benefits, will for the purposes of layoff, displacement and recall, still be considered as part-time and will be included on the part-time seniority roster. The District agrees to a consideration of such seniority preference list in connection with promotions, shift changes, job change, layoff; and return to work based on the individual employee and his job classification as provided for in Civil Service rules and regulations. Where all other factors are equal as determined by the District, seniority shall prevail. Seniority rosters shall be posted in all job locations.

B. In the event of a layoff, displacement or recall from a layoff, district seniority shall be defined as the continuous length of service since the last date of hire with the district without regard to job classification. Title seniority shall be defined as the continuous length of service since the last date of hire with the district in a particular job title. Continuous length of service with the district includes only those periods when an employee is on the employer's active payroll and those periods when an employee is: (a) on leave or layoff for a period of up to one year; (b) absent from, and unable to perform the duties of his/her position by reason of a disability resulting from an occupational injury or disease; or (c) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

C. Subject to applicable provisions of law, if any, an employee loses seniority only when one or more of the following occurs: (a) he/she resigns (unless he/she is reinstated under applicable provisions of the Civil Service Law); (b) he/she is discharged; (c) he/she retires; (d) he/she refuses a recall.

D. If two or more employees have the same district seniority date, their relative district seniority shall be determined by the order of their appointment by the Board of Education. If two or more employees have the same title seniority date, then the relative title seniority of these respective employees shall be determined by the district seniority date. Competitive Class employees seniority will be established by Civil Service Law.

ARTICLE 22 - JOB OPENINGS

A. Job openings within the district shall be posted using the following procedure:

1. When openings occur, the availability of such jobs will be posted. A meeting for all interested parties desiring transfers within title shall be called. Such meeting will culminate with all lateral transfers being made within the title of the specific job opening available. Employees eligible for recall to this particular opening, due to previous layoffs or displacements from the same title or a greater title on the promotional ladder, will be offered the vacancy after the completion of active employee transfers.
2. If the above step 1 pertains to full time positions, then applications from part-time employees in the same title will next receive consideration.
3. After completion of above, available opening will be posted and filled with promotional, job change or external candidates only.

B. When an employee is promoted, his/her hourly wage will be either a \$.25 per hour increase or the entry level rate (whichever is greater). When an employee takes a non-disciplinary demotion, his/her hourly wage will be either a \$.25 per hour decrease or the entry level rate (whichever is greater). If an employee is appointed to a long-term temporary assignment at a higher title, this clause will be used for payroll. (Long-term temporary assignment does not pertain to absences of ten days or less, or for vacation absences.)

C. Temporary runs in Transportation Department will become permanent runs after twenty (20) school days and will be posted at that time.

NOTE: As teaching assistant vacancies occur, incumbent employees, who were TA's prior to 11/22/94, may submit their credentials for consideration of appointment to those positions posted.

ARTICLE 23 - LAYOFF, DISPLACEMENT and RECALL

A. An employee's seniority as defined in Article 21 shall determine the order to be followed for layoff, displacement and recall. The employee with the least title seniority shall be the first laid off within the effected title until the total decrease in force within the job classification is established.

B. Having exhausted his/her title seniority, the laid off employee may, if qualified, exercise his/her district seniority to displace an employee in a lower title which he or she previously held or which is in a direct line of promotion, provided that the laid off employee has more district seniority than the employee he/she is displacing.

C. Any employee who is laid off and displaces an employee in a lower title shall be placed into a title seniority roster of the lower title, being given credit for service in all titles considered higher on the promotion ladder (see example).

Example: An employee who has worked as a Monitor for five years, a Teacher Aide for two years, and a Teaching Assistant for one year may as a result of being laid off choose to displace a monitor. Seniority would be established as follows:

<u>Title</u>	<u>TITLE SENIORITY</u>	
	<u>Before Layoff</u>	<u>After Displacement</u>
Tchr. Assist.	1	0
Tchr. Aide	2	0
Monitor	5	8 (1+2+5)
DISTRICT SENIORITY	8	8

D. Permanent employees who have been laid off are entitled to preferred list rights for up to four years.

E. If an employee returns to work in the Job title from which he/she was laid off within one (1) year from the date of layoff, that individual will be compensated at the same rate of pay being received at the time of layoff. All sick leave accrued prior to the layoff will be restored. Additional sick leave for the fiscal year in which the employee returns to work will be granted on a prorated basis.

ARTICLE 24 - PHYSICAL EXAMINATIONS

A. The school district will assume the cost of the required physical examination for bus drivers and cafeteria employees after the initial physical examination required for employment. If the employee wishes to be examined by his own physician, he may do so, but in that event, the employee will bear the full cost of the physical examination. If the school physician determines that an employee is physically not qualified for continued employment without additional medical evaluation, the employee may secure additional medical evaluation at his own expense. After additional medical evaluation and upon the approval of the school physician, an employee will be continued in employment.

B. An employee in the Cafeteria or Transportation Dept. who fails any required physical examination is entitled to use a maximum of 15 sick days, so long as he/she is eligible and has at least 15 days of accumulated sick days. If such an employee has less than 15 accumulated sick days, he/she may use that number of days. Illness beyond the 15 days will be handled as any other illness per Article 10 of this agreement (subject to physician's statement). Also, such employee will be given the opportunity to apply for a medical leave of absence for a mutually agreeable period of time. Medical leave under this category will be without pay and health insurance. Health insurance, for the period of medical leave may be continued if the employee pays the premium.

If, within this period of time granted, the school physician determines the employee is physically able to return to work, the employee will be reinstated at the same rate of pay, with all seniority rights, and all remaining accrued sick leave.

ARTICLE 25 - UNEMPLOYMENT INSURANCE

Employees covered by this agreement shall presume to have a continuing contract with the district to resume work at the beginning of the ensuing year, term, immediately following vacation periods, or holiday recesses unless otherwise notified and therefore shall not be entitled to unemployment benefits under current law. This clause shall in no way limit the District's right to abolish positions, to discipline employees, or to dismiss employees provided it complies with other terms of this agreement.

ARTICLE 26 - MISCELLANEOUS

A. Hours: All employees except secretaries shall be paid only for actual hours worked.

B. Calendar: The calendar shall be determined by the Board of Education.

C. Substitutes: Substitutes may be hired by the district to replace regular employees who are absent.

D. Work Changes: If an employee's hours or duties are changed, an explanation will be provided by the district to the employee and Unit representatives if requested.

E. Change of Work Location: Employees will be notified in writing at least five (5) days in advance of any permanent change in work location if possible. If it is not possible, a reason will be given to the employee by the District. Temporary changes are exempt from the notification requirement. Except for the notification requirement, the District's right to change the work location of employees is unrestricted.

F. Meal Allowance: Employees will receive a stipend for meals when on business outside of the District subject to the following criteria:

1. The employee must be out of the district for at least five (5) hours to qualify.
2. Stipend shall be up to a maximum of \$24.00 per 24 hour period as follows:

2006-2010	\$3.00 per hour
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3. Meal reimbursement for business outside of the District in excess of 24 hours shall be based upon the maximums set forth in the Superintendent Regulation #2320R.

G. Uniform Allowance:

1. The employer will provide a uniform allowance of one hundred twenty-five (125) dollars per year for each mechanic, mechanic's helper, maintenance worker and cafeteria employee actively employed, or on an approved paid leave, on 10/15 and scheduled to work over four (4) hours per day and one hundred fifteen (115) dollars per year for each cafeteria employee actively employed, or on an approved paid leave, on 10/15 and scheduled to work four (4) hours or less. The Board and Unit may jointly agree to uniform expenditures for specific times which could reduce the annual allowance for a given year (smocks, caps, aprons, etc.) District purchased apparel will be owned by employees.
2. Steel-Toed Boots - The employer will reimburse mechanics, mechanic's helpers and maintenance employees \$100.00 toward the purchase of steel-toed boots.

One payment in November will be made. The employer will approve the type of uniform worn. It is expected that all employees will maintain their uniform in clean neat condition. Employees who are provided with uniform allowance are expected to wear their uniforms only during working hours.

H. Hazard Pay:

1. \$5.00 per hour above and beyond the normal pay shall be paid to certified asbestos handlers when they are required by the Business Administrator, or his designee, to remove, encapsulate or otherwise handle friable asbestos material.
2. \$5.00 per hour above and beyond the normal pay shall be paid to the licensed pesticide applicator(s) when required by the Business Administrator, or his designee, to apply chemicals requiring this license.

I. Educational Conferences: School shall reimburse employees for reasonable expenses to attend approved educational conferences. District shall also allow employees to attend with no charge to their personal leave credits and the employee will be paid for the day. Conferences & expenses shall be subject to the normal conference attendance request forms approval.

J. Show Up Time: Employees shall receive show up time when they report to work and school is cancelled for that day and they were not notified prior to leaving for work.

K. Night Differential: Custodians working after 4:00 p.m. on a regular schedule will be compensated an additional fifty (50) cents per hour for night differential pay.

L. A two week minimum notice is expected on resignations to allow the District sufficient time to find a suitable replacement.

ARTICLE 27 - ASSOCIATION RELEASED TIME AND MEETINGS

A. Association Released Time: Upon notification from the Unit President, the employer shall grant time off to Association appointed representatives for administering this contract and to attend C.S.E.A. conferences and C.S.E.A. political action days in Albany, New York. A total of no more than eight (8) days shall be granted for this purpose for all appointed representatives and no more than one (1) employee from each department may be absent at one time. At least two (2) days advance notice shall be given to the Superintendent and/or his designee.

B. With the prior approval of the effected Building Principal and/or his designee, the Association will be allowed the use of the building for Union matters. Meetings will not be permitted which would interrupt regular school functions and employees scheduled to work will not be permitted to attend.

ARTICLE 28 - CLERICAL RECLASSIFICATION

A. All current clerical employees hired for their present position prior to June 30, 1981 (including all employees compensated in accordance with the Group II - Clerical Schedule) will maintain their present classification and work the same number of hours. These employees will continue to be compensated in accordance with a single salary schedule.

B. As these clerical positions are vacated, the District may reclassify these positions subject to the rules and regulations of the Civil Service Commission. The reclassification may include, but not be limited to, the length of the work year and the number of daily hours to be worked.

1. All clerical employees hired after June 30, 1981 will be subject to reclassification.

2. Any current clerical employee who wishes to apply for a vacated position or a newly created position will be subject to the classification format established by the district.

ARTICLE 29 - VEHICLES AND EQUIPMENT

A. No employee will be assigned as the sole operator of district owned vehicles and equipment.

B. District owned vehicles and equipment will be operated by employees as assigned by their department supervisor.

ARTICLE 30 - EVALUATION

A. Each employee covered by this agreement will be evaluated at least once each year by his/her supervisor.

B. The instrument used for evaluation purposes will be that one which is developed jointly by the district and the bargaining unit. Any material changes made subsequent to that will be by agreement between the Superintendent and the Unit President.

C. The completed evaluation will be reviewed with the employee, and placed in his/her personnel file in accordance with the stipulations of Article 31 (Personnel Files).

ARTICLE 31 - PERSONNEL FILES

A. Upon request, an employee shall be permitted to examine his/her personnel file at the Central District Office. Such file shall not be removed from the office. A district representative must be present during the period of review. The employee may have a C.S.E.A. representative present at the time of the review.

B. Material related to an employees work performance will be filed in accordance with the following:

1. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature merely signifies that the employee has read the material to be filed but does not necessarily indicate agreement with its content. At the employee's request, the individual will receive a copy of the material to be filed.
2. The employee shall have the right to answer any material filed. The employee's response shall be attached to the file copy.
3. An evaluation of an employee's work performance will be discussed between the evaluator and the employee within ten (10) working days. At the request of the evaluator, an additional ten (10) days will be granted for the scheduling of the conference.

C. The employee shall not have access to pre-hire information relative to his or her initial appointment.

ARTICLE 32 - SUPERINTENDENT'S HEARING ON EMPLOYEE SUSPENSION OR DISCHARGE

A. Any employee not eligible for a Section 75 hearing for disciplinary purposes may request a hearing before the Superintendent on questions of discipline. These hearings will be limited to situations involving suspension or termination of employment with the district.

B. Said request for a hearing must be made within five (5) calendar days from the time the employee is informed of the pending disciplinary action.

C. The hearing will be held within five (5) calendar days, at a time determined by the Superintendent, conducted in private, and limited to the employee, the employees' representatives, and representative(s) of the District.

D. The Superintendent will advise the employee of his decision within five (5) calendar days. The decision of the Superintendent shall be final and not subject to the grievance procedure.

ARTICLE 33 - LONGEVITY INCREMENTS

A. Longevity increments will be granted after the completion of fifteen (15) years of consecutive service in the District. The increment will be twenty (20) cents per hour.

B. Another longevity increment will be granted after the completion of twenty (20) years of consecutive service in the District. The increment will be thirty (30) cents per hour.

C. Another longevity increment will be granted after the completion of thirty (30) years of consecutive service in the District. The increment will be forty (40) cents per hour.

D. Years of service for longevity increments will be based on complete fiscal years of service.

ARTICLE 34 - RETIREMENT

A. Upon retirement, each twelve (12) month employee who has accrued a minimum of one hundred thirty (130) unused sick leave days will receive sixty-five (65) days pay based on his/her hourly rate of pay. Upon retirement, each ten (10) month employee who has accrued one hundred ten (110) unused sick leave days will receive fifty-five (55) days pay based on his/her hourly rate of pay.

B. All support staff are eligible for enrollment under the appropriate New York State Retirement System. The retirement plan provided to most of those covered under this agreement shall be the New York State Employees Retirement System Plan 75i (Tiers 1 & 2), A14 (Tier 3) and A15 (Tier 4). All tiers are eligible for 41j (unused sick leave as additional service credit upon retirement). Teaching Assistants, as certified employees, are eligible for enrollment under New York State Teachers Retirement System.

C. The district will provide, for employees retiring under this current agreement, with at least fifteen (15) years of service to the district and between the ages of 55 and 65, payment of the District's health insurance premiums at the following rates:

Individual coverage100%
Dependents coverage35%

When the employee retiring under this agreement reaches the age of 65, the district will provide payment for the District's health insurance premiums at the following rates.

Individual coverage*50%
Dependents coverage*35%

* Primary coverage will be through Medicare.

ARTICLE 35 - SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 36 - TERMS AND CONDITIONS

A. It is expressly understood and agreed by and between the parties hereto that this Agreement constitutes the entire Agreement between the parties.

B. Any individual agreement or arrangement heretofore or hereafter executed with any member of the negotiating unit represented by the Association shall be subject to and consistent with the terms of this Agreement.

ARTICLE 37 - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 38 - RATIFICATION

A. Upon ratification by the Board of Education and the members of the Association, the Agreement shall be effective from July 1, 2002 to and including June 30, 2006. It is understood by all parties to this agreement that the only retroactive element shall be wages. Wages will be retroactive for actively employed support staff employed by the district on the date of signing as well as support staff retiring during the contract. All other non-wage modifications to the agreement are effective upon signing.

ARTICLE 39 - SALARY

- A. All members of the support staff shall receive a 4.5% salary increase for the 2006-07 school year (plus longevity where applicable). This is to be effective July 1, 2006. In addition, teaching assistants will receive a \$0.36 increase to their hourly rate and bus drivers will receive a \$0.28 increase in their hourly rate. This rate increase will be applied after the annual percentage increase.
- B. All members of the support staff shall receive a 4.5% salary increase for the 2007-08 school year (plus longevity where applicable). This is to be effective July 1, 2007.
- C. All members of the support staff shall receive a 4.25% salary increase for the 2008-09 school year (plus longevity where applicable). This is to be effective July 1, 2008.
- D. All members of the support staff shall receive a 4.25% salary increase for the 2009-10 school year (plus longevity where applicable). This is to be effective July 1, 2009.

MALONE CENTRAL SCHOOL
EMPLOYEES UNIT OF
THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 817

Margaret Hungerford
Margaret Hungerford
President, C.S.E.A.

Brian C. Pargi
CSEA Collective Bargaining Specialist

1/9/07
Date

BOARD OF EDUCATION
OF THE MALONE CENTRAL
SCHOOL DISTRICT

Stephen T. Shafer 1/16/07
Stephen T. Shafer
Superintendent of Schools

Wayne Rogers
Board President

1/23/07
Date

SALARY SCHEDULE 2006-07

YRS. OF SERVICE	BASE 05-06	+	NEGOTIATED RAISE	=	BASE 06-07	+	LONG- EVITY	=	NEW HOURLY RATE
1 - 14	\$.....	+	4.5% of base	=	\$.....	+	-0-	=	?
15 - 19	\$.....	+	4.5% of base	=	\$.....	+	.20	=	?
20 - 29	\$.....	+	4.5% of base	=	\$.....	+	.30	=	?
30 +	\$.....	+	4.5% of base	=	\$.....	+	.40	=	?

SALARY SCHEDULE 2007-08

YRS. OF SERVICE	BASE 06-07	+	NEGOTIATED RAISE	=	BASE 07-08	+	LONG- EVITY	=	NEW HOURLY RATE
1 - 14	\$.....	+	4.5% of base	=	\$.....	+	-0-	=	?
15 - 19	\$.....	+	4.5% of base	=	\$.....	+	.20	=	?
20 - 29	\$.....	+	4.5% of base	=	\$.....	+	.30	=	?
30 +	\$.....	+	4.5% of base	=	\$.....	+	.40	=	?

SALARY SCHEDULE 2008-09

YRS. OF SERVICE	BASE 07-08	+	NEGOTIATED RAISE	=	BASE 08-09	+	LONG- EVITY	=	NEW HOURLY RATE
1 - 14	\$.....	+	4.25% of base	=	\$.....	+	-0-	=	?
15 - 19	\$.....	+	4.25% of base	=	\$.....	+	.20	=	?
20 - 29	\$.....	+	4.25% of base	=	\$.....	+	.30	=	?
30 +	\$.....	+	4.25% of base	=	\$.....	+	.40	=	?

SALARY SCHEDULE 2009-10

YRS. OF SERVICE	BASE 08-09	+	NEGOTIATED RAISE	=	BASE 09-10	+	LONG- EVITY	=	NEW HOURLY RATE
1 - 14	\$.....	+	4.25% of base	=	\$.....	+	-0-	=	?
15 - 19	\$.....	+	4.25% of base	=	\$.....	+	.20	=	?
20 - 29	\$.....	+	4.25% of base	=	\$.....	+	.30	=	?
30 +	\$.....	+	4.25% of base	=	\$.....	+	.40	=	?

CSEA ENTRY LEVEL PAY RATES

<u>CLASS TITLE</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1 Cleaner	\$7.76	\$7.93	\$8.10	\$8.27
2 Food Service Helper	\$8.00	\$8.18	\$8.35	\$8.53
3 Monitor, FSH In-Charge, Teacher Aide, Health Aide, Pre-K Parent Assistant, Bus Monitor	\$8.28	\$8.47	\$8.65	\$8.83
4 Clerk, Library Clerk, Custodian	\$8.57	\$8.76	\$8.95	\$9.14
5 Senior Clerk, Cook, Attendance Assistant, Audio Visual Aide, Typist	\$8.85	\$9.05	\$9.24	\$9.44
6 Account Clerk, Transportation Asst., Mechanic's Helper, Mechanic's Helper/Bus Driver, Bus Driver	\$9.14	\$9.35	\$9.54	\$9.75
7 Stenographer, Teaching Assistant	\$9.43	\$9.64	\$9.85	\$10.06
8 Bldg. Maint. Wkr., Senior Custodian, Mechanic, Home School Coordinator, Senior Account Clerk, Computer Technical Support Specialist	\$9.72	\$9.94	\$10.15	\$10.37
9 Payroll Clerk	\$12.73	\$13.02	\$13.29	\$13.58

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

Districts

Franklin-Essex-Hamilton BOCES
Brushton-Moira Central
Chateaugay Central
Lake Placid Central
Malone Central

St. Regis Falls Central
Salmon River Central
Saranac Lake Central
Tupper Lake Central

Unions

Teachers:

F-E-H BOCES Teachers' Association
Brushton-Moira Teachers' Association
Chateaugay Chapter, NYSUT
Lake Placid Education Association, NYSUT
Malone Federation of Teachers
St. Regis Falls United Teachers Association
Salmon River Teachers Association
Saranac Lake Teachers' Association
Tupper Lake United Teachers

Non-Instructional:

F-E-H BOCES CSEA
Brushton-Moira Non-Teaching Association
Chateaugay Central CSEA
Lake Placid Central CSEA
Malone Central School Unit of CSEA
St. Regis Falls Non-Instructional Association
Salmon River Central Unit of CSEA
Saranac Lake Central CSEA
Tupper Lake Central CSEA

Administrators:

F-E-H BOCES Administrators' Association
Malone Central Administrators' Association
Salmon River Central Administrators & Supervisors Association
Saranac Lake Supervisory Unit

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:

A. Reserves - equal to 25% of Projected Annual Claims.

B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	\$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (*Preferred Choice Plan, effective January 1, 1997*)

Amounts

\$3.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

*1 If a generic equivalent does not exist, the generic co-pay will apply.

*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

** All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (*Effective January 1, 1997*)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
 - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
 - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
- Billed rates for 98-99 will reflect 100% of the impact of the new premiums.

- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.
15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

FOR THE UNIONS:

CSEA:

By: Charles Bird
Charles Bird

By: Mary W. Hanna
Mary Hanna

By: Betty J. Demers
Betty Demers

By: Ken Lushia
Ken Lushia

NYSUT:

By: Lynn Blais
Lynn Blais

By: Greg Littell
Greg Littell

By: Pamela B. Martin
Pamela Martin

By: Deborah A. Taylor
Deborah A. Taylor, for and on behalf of the
NYSUT Affiliated Unions

By: Richard R. Van Wormer
Richard R. Van Wormer, for and on behalf
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald Blair
Gerald Blair

By: Patrick Cannon
Patrick Cannon

By: David Desantis
David Desantis